# SUPREME COURT OF THE UNITED STATES.

## No. 161.

SAMUEL SNODGRASS, APPELLANT,

vs.

JESSE CAGE & ELI ODOM.

APPEAL FROM THE CIRCUIT COURT U. S. FOR THE SOUTHERN DISTRICT OF MISSISSIPPI.

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J. & G. S. GIDEON, printers.

*In chancery.*

JAMES SNODGRASS,
vs.
CAGE and ODOM.

Pleas before the honorable Peter V. Daniel, presiding judge of the circuit court of the United States, held at the town of Jackson, in and for the ninth circuit and southern district of Mississippi, at the May term, in the year of our Lord one thousand eight hundred and forty-four.

Be it remembered that heretofore, to wit, on the eighteenth day of May, in the year of our Lord one thousand eight hundred and forty, came James Snodgrass, by Mayes and Clifton, his solicitors, into the clerk's office of the court aforesaid, and filed his certain bill of complaint herein against Cage and Odom, in the words and figures following, to wit:

To the honorable the United States circuit court for the southern district of the State of Mississippi:

Humbly complaining, sheweth unto your honors, your orator, James Snodgrass, that on or about the 21st day of November, 1836, he purchased of Jesse Cage, Eli Odom, and Smith C. Franklin, of the State of Tennessee, three negro slaves, to wit: Lewis, aged about fifteen years, at the price of one thousand four hundred dollars; Eli, aged about fourteen years, at the price of one thousand three hundred dollars; Drew, aged about thirteen years, at the price of one thousand one hundred dollars, amounting in all to three thousand eight hundred dollars, which will more fully appear by a bill of sale herewith filed as a part hereof, marked A, signed Cage, Odom and Franklin; that to secure the payment of said purchase money, he, on the said 21st day of November, 1836, executed to a certain John Snodgrass, his promissory note, for the sum of four thousand two hundred dollars, which note was executed at Rodney, in the State of Mississippi, and payable at the Commercial Bank at Rodney, in said town of Rodney, and which was endorsed by said John Snodgrass and one William Coleman. On the note aforesaid your orator paid two hundred dollars, and by agreement with said Cage, Odom, and Franklin, to obtain further day of payment for the residue, he, on the 12th day of January, 1838, together with John Snodgrass and John J. Griffing, executed his note to the said Cage, Odom and Franklin, for the sum of four thousand five hundred dollars, payable on the 1st day of January, 1839, and thereby took up and cancelled said first mentioned note, which first mentioned note is herewith filed as part of this bill, marked B, and said second note is also herewith filed as part hereof, marked C. That on or about the 12th day of January, 1839, your orator paid to said Cage and Odom, as surviving partners of Cage, Odom and Franklin, in part discharge of said note, marked

C, the sum of eleven hundred dollars; and to procure a longer time for the payment of the residue, agreed with them to execute his note to them as surviving partners as aforesaid, (the said Franklin having departed this life,) for the sum of three thousand eight hundred and twenty-five dollars; but by mistake or design, the said Cage, who wrote the note, wrote the same for three thousand nine hundred and twenty-five dollars, which your orator, together with John Snodgrass and John J. Griffing, executed without detecting said error, which was made payable the first of January, 1840; that said last payment of eleven hundred dollars was made and said error committed, will appear from the calculations in pencil marks on said exhibit C, which your orator charges is in the handwriting of said Cage.

That for the execution of said note, so executed to said Cage and Odom, as surviving partners, your orator charges there was no other or further consideration than that herein expressed. Your orator further charges, that the said slaves by said Cage, Odom and Franklin sold to him as aforesaid, were by them, after the 1st day of May, 1833, imported into the State of Mississippi for sale and as merchandise, and were by them sold to your orator in pursuance and execution of such intent, in the said State of Mississippi, against the policy of said State declared in her fundamental law.

Your orator charges, that said contract was not only for the cause aforesaid, against the fundamental law of the State, and, therefore, as he is informed and charges, void, but is also in the first agreement for time, and in each renewal of the transaction usurious, and for that cause void as to the interest, as will appear by calculation from the facts herein before stated, and which interest was, as your orator charges, exacted by the said Cage, Odom and Franklin, and by the said Cage and Odom, as survivors of Cage, Odom and Franklin, with the corrupt intent to practise usury.

And now so it is, may it please your honors, the said Cage and Odom, as survivors as aforesaid, have on said note for thirty-nine hundred and twenty-five dollars, instituted their action at law against your orator and his said securities, John Snodgrass and John J. Griffing, in your honorable court, which said suit at law is an appearance to the present May term, 1840, and that they manifest every disposition to cause payment of the whole sum; all which actings and doings of the said plaintiffs, Cage and Odom, are contrary to the rules of equity, and tend to the manifest injury and oppression of your orator. In tender consideration whereof, and forasmuch as your orator is relievable in equity, where his case is properly cognizable—to the end, therefore, that justice may be done in the premises, he prays that the said Cage and Odom, surviving partners as aforesaid, may be made defendants to this bill, that they be compelled on oath to make full, true, and perfect answer to all and singular the allegations of this bill, as fully as if the same were repeated in the form of interrogatories, and especially that they answer and say—

1st. On what consideration was each of the notes, herein mentioned, executed and given?

2d. Were they not given for the purchase of slaves, mentioned in exhibit A, and for interest thereon, and for no other consideration, or if any other consideration, what was it?

3d. From whom did they purchase said slaves respectively, and when and where did they purchase them; and when and where, and to whom did they sell them?

4th. Did they not bring said slaves respectively, or some one or more of them, into the State of Mississippi, or cause them to be so brought?

5th. When did they bring them, or either of them, into said State, and from what State, and from which county, district, town, city, or parish, did they bring said slaves, or either of them?

6th. Did they not buy said slaves with intent to bring them to Mississippi for sale?

7th. Did they not bring them to Mississippi for sale?

8th. Has not your orator paid the sums by him herein set forth, in part payment for said slaves, or by way of interest for forbearance.

9th. Are not the figures in pencil mark, on the back of exhibit C, in the proper handwriting of said defendant, Cage?

10th. For what purpose and for why was said calculation made?

11th. Was not said note executed for one hundred dollars more than it should have been?

12. And was it not written by said Cage?

And grant to your orator the State's most gracious writ of subpœna, directing, &c., &c., together with an injunction enjoining and restraining all proceedings in said action at law, until the matters of this bill are fully answered and can be heard and decided in equity; and finally, that said note sued on, be delivered up to be cancelled, and the injunction to stay proceedings at law be perpetuated, and grant to your orator all such other and further relief as to equity belongs, and his case may require; and he, as in duty bound, will ever pray, &c.

MAYES & CLIFTON, *pro compl't.*

UNITED STATES OF AMERICA, *State of Mississippi:*

James Snodgrass this day made oath before me, that the matters stated in the foregoing bill as of his own knowledge, are true, and so far as they are stated from information, he believes to be true.

JAMES SNODGRASS.

Sworn to and subscribed in open court, May 14th, 1840.

WM. BURNS, *Clerk.*

*Exhibit A*—Exhibits referred to in said bill.

For and in consideration of three thousand eight hundred dollars to us in hand paid, by James Snodgrass, the receipt and payment we do hereby acknowledge, we have this day bargained, sold, conveyed, and delivered unto the said James Snodgrass, the following described negroes, slaves for life:

| | | | |
|---|---|---|---|
| Lewis, | aged about | 15, | $1,400 |
| Eli, | " | " 14, | 1,300 |
| Drew, | " | " 13, | 1,100 |
| | | | $3,800 |

Together making the above sum of three thousand eight hundred dollars; which said negroes, all and each of them, we do warrant slaves for life, and free from any habitual or constitutional disease, to the best of our knowledge and belief, and the right and title we do warrant and will forever defend, against the lawful claim or demand of all and every person or persons; for which we bind ourselves, our heirs, executors, &c., unto the aforesaid purchaser, his heirs or assigns.

In testimony whereof we have hereunto set our hands and seals, this 21st day of November, 1836.

CAGE, ODOM & FRANKLIN. [SEAL.]

Winess—A. M. KUKER.

*Exhibit B.*

$4,200. RODNEY, *Nov'r 21st*, 1836.

On 1st Jan'y 1838, after date, I promise to pay John Snodgrass, or order, four thousand two hundred dollars, without defalcation, for value received, negotiable and payable at the Commercial Bank of Rodney.

JAS. ————

Endorsed—" John Snodgrass," " William Coleman."

*Exhibit C.*

$4,500. RODNEY, *Jan'y 12th*, 1838.

On first January, eighteen hundred and thirty-nine, we, or either of us, promise to pay Cage, Odom & Franklin, or order, four thousand five hundred dollars, for value received.

JAMES SNODGRASS,
JOHN SNODGRASS,
JOHN J. GRIFFING.

And on the same day of filing the bill aforesaid, the following order was made and entered on the minutes of said court, to wit: It is ordered that an injunction be granted, according to the prayer of the bill filed, on the said complainants entering into bond in double the amount sought to be enjoined, with good security, to be approved by the court, or the clerk thereof, conditioned according to law.

And thereupon the cause was continued.

And afterwards, to wit, on the 30th day of May, in the year of our Lord one thousand eight hundred and forty, the following process of subpœna, in chancery issued, in the words and figures, to wit:

UNITED STATES OF AMERICA,
*Southern district of Mississippi, ss:*

The President of the United States to Jesse Cage and Eli Odom, greeting:

For certain causes offered before us in our circuit court for the southern district of Mississippi, sitting in chancery, we command you, that laying all other matters aside, and notwithstanding any excuse, you personally appear at our circuit court, in and for said district, sitting in

chancery, to be held at the town of Jackson, on the first Monday of November, 1840, to answer to a bill of complaint exhibited against you, by James Snodgrass, complainant, in our said court, and further to do and receive what our said court shall consider of in this behalf.

Hereof fail not, as you will answer the contrary at your peril.

Witness the honorable Roger B. Taney, chief justice of the Supreme Court of the United States, at Jackson, the first Monday in May, [L. S.] A. D. one thousand eight hundred and forty, and in the 64th year of the independence of the United States.

Issued the 30th day of May, A. D. 1840.

WM. BURNS, *Clerk.*
By GEO. W. MILLER, *D. C.*

Marshal's return—Def'ts not found.

WM. M. GWINN, *Marshal.*
By F. S. HUNT, *D. M.*

*Injunction bond.*

UNITED STATES OF AMERICA,
*Southern district of Mississippi, sct:*

In the circuit court of the United States for the ninth judicial district.

Know all men by these presents, that we, James Snodgrass, John Snodgrass and John J. Griffing, principals, and William Coleman and Israel Coleman, sureties, are held and firmly bound unto Jesse Cage and Eli Odom, surviving partners of Smith C. Franklin, deceased, in the penal sum of nine thousand dollars, for the payment of which, well and truly to be made, we bind ourselves, our heirs, executors and administrators, jointly and severally, firmly by these presents. Sealed with our seals, and dated this twenty-first day of April, A. D. 1842.

The condition of the above obligation is such, that whereas the above bound James Snodgrass, John Snodgrass and John J. Griffing, have presented to the clerk of said court, and filed in his office, their bill of complaint, with the fiat of the honorable the circuit court aforesaid, commanding said clerk to issue a writ of injunction, to stay all further proceedings in a suit at law, now pending in said court, wherein the said Cage and Odom, surviving partners of the said Smith C. Franklin, deceased, are plaintiffs, and the said James Snodgrass, John Snodgrass and John J. Griffing, are defendants, until the matters contained in said bill of complaint shall be heard and determined in said court; which writ issues upon the execution of this bond.

Now, if the said James Snodgrass, John Snodgrass, and John J. Griffing, shall prosecute successfully their said bill of complaint, and said injunction shall, by a decree of said court, be made perpetual; or in the event said injunction shall by said court be dissolved and said bill of complaint dismissed, then if said John Snodgrass, James Snodgrass and John J. Griffing, shall abide by and perform such judgment, order and decree, and pay and satisfy all the damages and costs that said court may

make and award in the premises, then this obligation to be void, else to remain in full force and virtue.

JAS. SNODGRASS, [SEAL.]
JOHN SNODGRASS, [SEAL.]
JOHN J. GRIFFING, [SEAL.]
WILLIAM COLEMAN, [SEAL.]
ISRAEL COLEMAN. [SEAL.]

STATE OF MISSISSIPPI, *Jefferson county, ss:*

This day, William Coleman, one of the obligors in the foregoing bond, personally appeared before the undersigned, a justice of the peace of said county, and a commissioner appointed by the honorable the circuit court of the United States, for the ninth circuit, to take affidavits, &c., in said county, and on his oath said, that he is worth nine thousand dollars, over and above all his debts and liabilities.

WILLIAM COLEMAN.

Sworn and subscribed to before me, this 22d day of April, A. D. 1842.

R. W. WORTHINGTON, [SEAL.]
*Justice of the peace and commissioner.*

STATE OF MISSISSIPPI, *Jefferson county, ss:*

This day, Israel Coleman, one of the obligors in the foregoing bond, personally appeared before the undersigned, a justice of the peace of said county, and a commissioner appointed by the honorable the circuit court of the United States, for the ninth circuit, to take affidavits, &c., in said county, and on his oath said, that he is worth nine thousand dollars, over and above all his debts and liabilities.

ISRAEL COLEMAN.

Subscribed and sworn to, before me, this 23d day of April, A. D. 1842.

R. W. WORTHINGTON, [SEAL.]
*Justice of the peace and commissioner.*

Whereupon the following process of injunction issued, in the words and figures, to wit:

UNITED STATES OF AMERICA,
*Southern district of Mississippi, ss:*

The President of the United States, to Jesse Cage and Eli Odom, your counsellors, attorneys and agents, greeting:

Whereas it hath been represented to us in our circuit court, for the ninth circuit and southern district of Mississippi in chancery sitting, on the part of James Snodgrass, complainant, that he hath lately exhibited his bill of complaint against you, Jesse Cage and Eli Odom, defendants, to be relieved touching the matters in said bill contained. We, therefore, in consideration of the premises and of the allegations in said bill contained, strictly enjoin and command you, the said Jesse Cage and Eli Odom, your counsellors, attorneys and agents as aforesaid, under the penalty of five hundred dollars, to be levied of your goods and chattels,

lands and tenements, to our use. That you absolutely refrain from prosecuting further proceedings on a certain suit now pending in our said court, wherein you are plaintiffs, and James Snodgrass and others, are defendants, on a note for $3,925 00, with interest thereon, &c., and from any further proceedings against the said complainant, touching the matters in said bill contained, until our said court shall make another order to the contrary.

Witness the honorable Roger B. Taney, chief justice of the Supreme Court of the United States, at Jackson, the first Monday in Nov'r, [L. S.] A. D. one thousand eight hundred and forty-one, and in [the] 66th year of the independence of the United States.

Issued the 27th day of April, A. D. 1842.

W. H. BROWN, *Cl'k.*
Pr. G. W. MILLER, *D. C.*

*Demurrer of the defendants to the complainant's bill.*

And said defendants not confessing, say, that the matters in said bill of complaint set forth, are not sufficient in law to call on them for a discovery, nor are they bound to answer thereto; but there is cause of demurrer, and they do demur thereto in law, and pray the judgment of the court, &c.

MONTGOMERY & BOYD,
For CAGE & ODOM.

Joinder in demurrer, in short.

MAYES & CLIFTON,
*Pro complainant.*

And afterwards, to wit, at the May term, A. D. 1843, of said court, to wit, on the thirtieth day of May, in the year of our Lord one thousand eight hundred and forty-three, until which time this cause was legally continued; this day came the parties aforesaid, by their solicitors, and thereupon this cause was submitted to his honor the chancellor, on the demurrer of the defendants to the bill of the complainants, and the same being argued and fully understood, it seems to his honor, the chancellor, that the said bill of complaint, and the matters and things therein contained, are sufficient to enable the said complainant to have and maintain his aforesaid suit in this behalf; it is, therefore, ordered, adjudged and decreed, that the said demurrer be overruled; and thereupon, on motion of the defendants, it is ordered that they have leave to answer said bill within thirty days from the adjournment of this court.

(Signed,) S. J. GHOLSON.

*Answer.*

The answer of Jesse Cage and Eli Odom, to the bill of complaint filed against them, by James Snodgrass in the above court.

Respondent, by protestation, not confessing all or any of the matters and things in said complainant's bill contained to be true, in manner and form as they are stated and set forth, for answer to the same, or as much

thereof as they are advised it is material for them to answer, answer and say: that true it is, said respondent, with one Smith C. Franklin, now deceased, sold, on or about the 21st day of November, 1836, at Rodney, in the State of Mississippi, three certain negro slaves, to complainant, as set forth in his bill of complaint, and for the prices therein mentioned; and to secure the purchase money, took his promissory note for the sum and endorsed by the persons, and payable at the time alleged in said bill. That afterwards, complainant paid $200 (two hundred dollars) on said note, and renewed the same, by giving another for the sum, time, and with the endorsers mentioned in the bill. That $1100 (eleven hundred dollars) was subsequently paid upon said second note, and the same was renewed by complainant executing a third for $3,925 (three thousand nine hundred and twenty-five dollars,) and payable 1st day of January, 1840. Respondents suppose that said Cage, as is alleged in the bill, wrote said third note in his own proper hand, as it was customary for him so to do in the transaction of the firm business; but respondents cannot say whether or not the pencil marks on exhibit C, mentioned in the bill, were made by said Cage, as they have not, nor has either of them seen the same, nor have they, or either of them, any distinct recollection of the matter. Respondents aver, and expressly charge the fact so to be, that the said calculation made in pencil mark on giving said third note, was made in the presence and under the inspection of complainant, and that any mistake or error in the same, which may be shewn, was as readily perceived by, and as open to the detection of complainants as respondents; and respondents expressly deny that [they] were aware of any such error, and now, if the same can be made to appear, they are ready and willing, and hereby expressly offer, to deduct for and release it to complainant.

Respondents admit the introduction of said negro slaves into the State of Mississippi, with the intention of selling them after the year 1833 (eighteen hundred and thirty-three,) and before the year 1837 (eighteen hundred and thirty-seven,) and further state that they purchased them in Virginia or Maryland, in the United States, and first brought them to Alabama, where they offered them for sale; but failing to make a suitable arrangement, they subsequently, in the autumn of 1836, brought them into Mississippi. Respondents do not know from whom, respectively, they purchased said slaves; nor did they purchase them expressly with the view of selling them in Mississippi, but as before stated offered them first for sale in Alabama, and were ready to sell them at any point where they could effect a desirable arrangement.

Respondents, in admitting that they introduced said slaves for sale into Mississippi, after the year 1833, deny that they, in any way, intended to violate any policy, or infringe any law of the State; but, on the contrary, insist and expressly aver the fact so to be, that the introduction of slaves from other States of the Union at that period, and for a long time before and afterwards, was sanctioned and approved by all classes and conditions of persons; that said slaves, when so introduced, were openly bartered for and sold in the presence, and with the approval, of the high-

est judicial and executive officers of the State. And your respondents would more particularly charge and set forth, that the provision in the fundamental law of the State, mentioned in said bill of complaint, was never regarded or construed to mean a law or declaration of policy in itself, but only as a direction to the legislative branch of the government at some future day, if, in their wisdom and discretion they saw fit to enact such a law, or declare such a policy; and respondents expressly charge, that such was the view entertained of said provision by the highest functionaries of the State, and that respondents, in introducing and selling the slaves as aforesaid, were innocent of any intention or design, whatever, to trangress the law or policy of the State.

Respondents would respectfully suggest, that if complainant, as in bill alleged, elects to consider the contract of sale for said slaves between himself and your respondents, a nullity and void, then no property in said slaves passed from respondents to complainant, and respondents are entitled to have the same delivered to them, together with compensation for their hire and services; and respondents insists, that if said third note before mentioned be adjudged to be void, and be ordered to be cancelled, then said slaves, as the consideration of the sale of them, has entirely failed, shall be ordered to be delivered to respondents; and respondents pray your honorable court to put complainant, as to the same, upon just and equitable terms and conditions, and that the matters and things here disclosed in answer to the prayer of discovery, may not be used at law in evidence against your respondents, until complainant be ordered to do in the premises what is equitable and according to good conscience.

And as to so much of said bill, touching or concerning the matter of usury in any or all of said notes or note, your respondents, neither confessing nor denying the same, demur thereto, inasmuch as complainant, by not offering to pay the principal sum itself, has not shewn himself entitled to any relief. Respondents admit the institution of the suit, &c., as alledged in the bill.

To the special interrogatories contained in said bill of complaint, respondents have, in the premises, already and fully answered, and beg to be hence dismissed, with their costs in this behalf most wrongfully expended.

MONTGOMERY & BOYD,
*Solicitors for respondents.*

Jesse Cage, one of the above respondents, being duly sworn, makes oath that the above answer, so far as stated of his own knowledge, is true, and so far as stated from information derived by him from others, he believes to be true.

JESSE CAGE.

Sworn to and subscribed before me, this 31st December, A. D. 1841.
CH. A. LACOSTE, *Comm'r.* [SEAL.]

And afterwards, to wit, at the said May term of the court first aforesaid, to wit, on the eighteenth day of May, in the year of our Lord one

thousand eight hundred and forty-four, until which time this cause was legally continued.

This cause having been submitted for final hearing on the bill, answer, and exhibits in the same, and counsel and solicitors having been heard from all parties, and the court being now fully advised in the premises, doth think fit to order, adjudge, and decree, and his honor doth accordingly order, adjudge, and decree, that the injunction heretofore granted be, and the same is hereby dissolved, and the bill dismissed at the costs of the complainant.

P. V. DANIEL.

From which decision the complainants pray an appeal to the Supreme Court U. S., which is granted upon complainants giving bond with good and sufficient security, conditioned according to law, to be approved by the clerk of this court; and ninety days are allowed to perfect said bond.

UNITED STATES OF AMERICA,
*Southern district of Mississippi:*
Circuit court U. S.

I, William H. Brown, clerk of said circuit court, do hereby certify, that the foregoing fourteen pages contain a true and correct transcript of the record of the decree in the cause therein stated, as the same now remains of record in my office.

In testimony whereof I have hereunto set my hand and affixed the [L. S.] seal of said court, at Jackson, this 11th day of January, A. D. 1845.

W. H. BROWN, *Clk.*

Filed, 31st Jan'y, 1845.